



PHILIP L. BROWNING  
Director

**County of Los Angeles  
DEPARTMENT OF CHILDREN AND FAMILY SERVICES**

425 Shatto Place, Los Angeles, California 90020  
(213) 351-5602

**Board of Supervisors**

HILDA L. SOLIS  
First District

MARK RIDLEY-THOMAS  
Second District

SHEILA KUEHL  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

June 28, 2016

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**ADOPTED**

BOARD OF SUPERVISORS  
COUNTY OF LOS ANGELES

27 June 28, 2016

*Lori Glasgow*

LORI GLASGOW  
EXECUTIVE OFFICER

**REQUEST TO ACCEPT FISCAL YEAR 2016-2017 CALIFORNIA ALTERNATIVE PAYMENT  
PROGRAM (CAPP) GRANT FUNDING FROM THE CALIFORNIA DEPARTMENT OF EDUCATION  
(CDE) FOR THE PROVISION OF CHILD CARE SERVICES  
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

**SUBJECT**

Request the Chair to approve, adopt, and execute a Resolution certifying approval of the Board, authorizing the Director of Department of Children and Family Services (DCFS) to accept, sign, and execute the California Alternative Payment Program (CAPP) Agreement with the California Department of Education (CDE) for funding to subsidize the DCFS' Child Care Program for children under the supervision of DCFS; and authorize the Director of DCFS, or designee, to complete, accept, sign, and forward to CDE the amendments and continued funding applications for CAPP funding for Fiscal Year (FY) 2016-2017 and FY 2017-2018.

**IT IS RECOMMENDED THAT THE BOARD:**

1. Approve, adopt, and instruct the Chair to execute the Resolution (Attachment A). The Resolution certifies your Board's approval for the Director of DCFS, or designee, to: (a) submit applications to CDE for FY 2016-2017 and FY 2017-2018 CAPP funding; (b) accept, sign and execute Agreements with CDE to accept CAPP funding for FY 2016-2017 (CDE CAPP Agreement – Attachment B); (c) sign the Contractor Certification Clause Form, CCC-307 and the Federal Certification Form, C0.8 (Attachment C); and (d) sign and execute amendments to the CDE CAPP Agreement for FY 2016-2017 funding, and to increase or decrease the amount of such funding. The Contractor Certification Clause certifies that DCFS is in compliance with all contract requirements.

2. Authorize the Director of DCFS, or designee, to complete, sign, and forward to CDE the CAPP funding application, and accept funding for FY 2016-2017, and subsequent CDE funding agreement documents for FY 2017-2018.

3. Delegate authority to the Director of DCFS or designee, to sign and execute the CDE CAPP Agreement (Attachment B) to receive FY 2016-2017 CAPP funding, and to sign subsequent amendments for FY 2017-2018 and CDE Agreement documents for FY 2016-2017 CAPP funding and to increase or decrease the amount of such funding, provided that: (a) CAPP funding is available through CDE; (b) Chief Executive Office (CEO) is notified prior to executing amendments to the CDE CAPP Agreement to receive FY 2016-2017 funding; and (c) the Director of DCFS notifies your Board, the CEO, and County Counsel in writing within ten working days of executing the CDE CAPP Agreement and subsequent annual and mid-year amendments.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The recommended actions will allow DCFS to accept FY 2016-2017 CAPP funding and apply for FY 2017-2018 funding amendments to continue DCFS' Child Care Program for children under its supervision who are at risk of abuse or neglect.

Child Care is made available to children who have been assessed to be at potential risk of abuse or neglect. This care is provided to children who are with their birth parents or are in first-time placements with relatives. The goal of DCFS' Child Care Program is to ensure the child's safety and to assist in avoiding out-of-home placements. This program provides a safety net for the children who are at risk of abuse or neglect and placed with birth parents or relatives.

Without approval of the recommended actions, DCFS would not be able to provide child care services to eligible children and families, and would result in the loss of \$14,164,408 in State and Federal funding for FY 2016-2017 and subsequent funding for FY 2017-2018.

### **Implementation of Strategic Plan Goals**

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal Five: Children and Families' Well Being. The recommended actions will allow continued access to subsidized child care for children at risk of abuse or neglect and allow for full utilization of available funding.

### **FISCAL IMPACT/FINANCING**

The amount of State and Federal CAPP funding available for FY 2016-2017 is \$14,164,408, and is subject to change for the current and subsequent fiscal years. Under the CDE CAPP Agreement, the County provides \$170,019 annually for Maintenance of Effort (MOE), which will be net County cost and is also subject to change for the current and subsequent fiscal years. The total amount available, including MOE for DCFS' Child Care Program funding for FY 2016-2017 is \$14,164,408. The CDE CAPP Agreement also provides for 100% reimbursement of administrative cost, provided that total CAPP expenditures do not exceed \$14,164,408 and the administrative costs do not exceed 15% or \$2,150,164. Funding for FY 2017-2018 will be included in the Department's annual budget request.

## **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

On July 15, 2014, your Board approved a Resolution and delegated-authority to the DCFS Director to sign an agreement, and subsequent amendments, with CDE to receive CAPP funding to subsidize child care services for FY 2014-2015 and FY 2015-2016. The CDE CAPP Agreement allows DCFS to receive CAPP funding to provide child care for FY 2016-2017 and for FY 2017-2018 by amendment. DCFS' Child Care Program provides a safety net for the children who are at risk of abuse or neglect and placed with relatives or in foster care.

The terms and conditions for the CDE CAPP Agreement are located online at <http://www.cde.ca.gov/fg/aa/cd>, as referenced in the document. The State normally issues to California counties the CDE CAPP Agreement, or amendments thereto, along with related material, by June of each year for a July 1st implementation date. The State is aware that the clearance and approval timelines for both the State and the County may result in executing the CDE CAPP Agreement, or its amendments, after the implementation date. The Catalog of Federal Domestic Assistance (CFDA) number for CAPP is 93.596.

The CDE CAPP Agreement is not a services contract.

## **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Acceptance of the CAPP funding will enable DCFS to continue to meet the child care needs of parents, relative caregivers, and foster parents served by DCFS. The CDE CAPP Agreement will allow DCFS to continue to provide child care services in FY 2016-2017 and, FY 2017-2018.

## **CONCLUSION**

Upon approval and execution of this contract by the Board, it is requested that the Executive Officer/Clerk of the Board send one original and one copy of the Resolution, Contactor Certification Clause and the Federal Certification Form, CO.8 to:

1. Contracts, Purchasing, and Conference Services  
California Department of Education  
1430 N Street, Suite 1802  
Sacramento, CA 95814-5901

And, one adopted stamped copy of this Board letter and attachments to:

2. Children and Family Services  
Attn: Rogelio Tapia, Administrative Deputy III  
425 Shatto Place, Room 300  
Los Angeles, CA 90020

3. Children and Family Services  
Attn: Deborah Silver, Division Chief  
425 Shatto Place – 5th Floor  
Los Angeles, CA 90020

The Honorable Board of Supervisors

6/28/2016

Page 4

4. Auditor-Controller

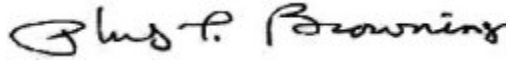
Accounting Division

Kenneth Hahn Hall of Administration

500 West Temple Street, Room 603

Los Angeles, CA 90012

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Philip L. Browning". The signature is written in a cursive, flowing style.

PHILIP L. BROWNING

Director

PLB:CJS:HB

DS:lw

Enclosures

c: Chief Executive Officer  
Executive Officer, Board of Supervisors

# **ATTACHMENT A**

## **RESOLUTION**

**(TO BE SIGNED IN BLUE INK)**

## RESOLUTION

This resolution must be adopted in order to certify the approval of the Governing Board to enter into this transaction and subsequent amendments with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2016-17 and 2017-18.

## RESOLUTION

BE IT RESOLVED that the Governing Board of Los Angeles County

authorizes entering into local agreement number CAPP 6026 for FY 2016-17 and FY 2017-18. and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
<u>Philip L. Browning</u>	<u>DIRECTOR</u>	<u>[Signature]</u>
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS 28th day of June 2016, by the  
Governing Board of Supervisors  
of Los Angeles County, in the State of California.

I, LORI GLASGOW, Clerk of the Governing Board of  
Supervisors, of Los Angeles County, in the  
State of California, certify that the foregoing is a full, true and correct copy of a resolution  
adopted by the said Board at a June 28, 2016 meeting thereof held at a  
regular public place of meeting and the resolution is on file in the office of said Board.

[Signature]  
(Clerk's signature)

June 28, 2016  
(Date)

ATTEST: LORI GLASGOW  
EXECUTIVE OFFICER  
CLERK OF THE BOARD OF SUPERVISORS  
By Carla Little, Deputy



# **ATTACHMENT B**

## **AGREEMENTS (2)**

(TO BE SIGNED IN **BLUE INK**)

**CALIFORNIA DEPARTMENT OF EDUCATION**

1430 N Street

Sacramento, CA 95814-5901

**F.Y. 16 - 17**DATE: July 01, 2016CONTRACT NUMBER: CAPP-8026PROGRAM TYPE: ALTERNATIVE PAYMENTPROJECT NUMBER: 19-2219-00-6**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES****CONTRACTOR'S NAME:** COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN & FAMILY SVCS.

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC-610)\*; the ALTERNATIVE PAYMENT PROGRAM REQUIREMENTS\*; the FUNDING TERMS AND CONDITIONS (FT&C)\* and any subsequent changes to the FT&C\*, which are by this reference made a part of this Agreement. Where the GTC-610 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2016 through June 30, 2017. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, for a Maximum Reimbursable Amount (MRA) of \$14,164,408.00.

**SERVICE REQUIREMENTS**

Minimum Days of Operation (MDO) Requirement

248

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (\*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.cde.ca.gov/tg/aa/cd/fic2016.asp>

STATE OF CALIFORNIA		CONTRACTOR			
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)			
PRINTED NAME OF PERSON SIGNING Suresh Chandra, Manager		PRINTED NAME AND TITLE OF PERSON SIGNING Philip L. Browning, Director			
TITLE Contracts, Purchasing and Conference Services		ADDRESS 425 Shattuck Pl., L.A. CA 90020			
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 14,164,408	PROGRAM CATEGORY (CODE AND TITLE) Child Development Programs		FUND TITLE		Department of General Services use only
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) See Attached				
TOTAL AMOUNT ENCUMBERED TO DATE \$ 14,164,408	ITEM See Attached	CHAPTER	STATUTE	FISCAL YEAR	
OBJECT OF EXPENDITURE (CODE AND TITLE) 702					
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above					
SIGNATURE OF ACCOUNTING OFFICER See Attached		T.B.A. NO		S.R. NO	
		DATE			



CONTRACTOR'S NAME: COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN & FAMILY SVCS.

CONTRACT NUMBER: CAPP-6026

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 4,824,361	PROGRAM CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE) 0656 13694-2219	FC# 93.596	PC# 000322	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 4,824,361	ITEM 30.10.020.007 6100-194-0890	CHAPTER B/A	STATUTE 2016	FISCAL YEAR 2016-2017
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5050 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 4,787,519	PROGRAM CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE) 0656 14153-2219	FC# 93.596	PC# 000321	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 4,787,519	ITEM 30.10.020.007 6100-194-0890	CHAPTER B/A	STATUTE 2016	FISCAL YEAR 2016-2017
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5050 Rev-8290				

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 4,552,528	PROGRAM CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General		
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE) 0656 23186-2219			
TOTAL AMOUNT ENCUMBERED TO DATE \$ 4,552,528	ITEM 30.10.020.007 6100-194-0001	CHAPTER B/A	STATUTE 2016	FISCAL YEAR 2016-2017
OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6040 Rev-8590				

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.	T.B.A. NO	B.R. NO
SIGNATURE OF ACCOUNTING OFFICER	DATE	



**CALIFORNIA DEPARTMENT OF EDUCATION**  
1430 N Street  
Sacramento, CA 95814-5901

**F.Y. 16 - 17**

DATE: July 01, 2016

**LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES**

CONTRACT NUMBER: CAPP-8025  
PROGRAM TYPE: ALTERNATIVE PAYMENT  
PROJECT NUMBER: 19-2219-00-6

CONTRACTOR'S NAME: COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN & FAMILY SVCS.

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC-610)\*; the ALTERNATIVE PAYMENT PROGRAM REQUIREMENTS\*; the FUNDING TERMS AND CONDITIONS (FT&C)\* and any subsequent changes to the FT&C\*, which are by this reference made a part of this Agreement. Where the GTC-610 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this Agreement is contingent upon appropriation and availability of sufficient funds. This Agreement may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this Agreement.

The period of performance for this Agreement is July 01, 2016 through June 30, 2017. For satisfactory performance of the required services, the Contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, for a Maximum Reimbursable Amount (MRA) of \$14,164,408.00.

**SERVICE REQUIREMENTS**

Minimum Days of Operation (MDO) Requirement 248

Any provision of this Agreement found to be in violation of Federal or State statute or regulation shall be invalid, but such a finding shall not affect the remaining provisions of this Agreement.

Items shown with an Asterisk (\*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/fic2016.asp>

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING	Suresh Chandra, Manager	PRINTED NAME AND TITLE OF PERSON SIGNING	Philip L. Browning, Director
TITLE	Contracts, Purchasing and Conference Services	ADDRESS	425 Shatto Pl. L.A. CA 90020
AMOUNT ENCUMBERED BY THIS DOCUMENT	\$ 14,164,408	PROGRAM CATEGORY (CODE AND TITLE)	Child Development Programs
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	\$ 0	(OPTIONAL USE)	See Attached
TOTAL AMOUNT ENCUMBERED TO DATE	\$ 14,164,408	ITEM	See Attached
I hereby certify upon my own personal knowledge that suggested funds are available for the period and purpose of the expenditure stated above		CHAPTER	STATUTE
SIGNATURE OF ACCOUNTING OFFICER		FISCAL YEAR	
See Attached		OBJECT OF EXPENDITURE (CODE AND TITLE)	702
		T B A NO	B R NO
		DATE	

Department of General Services  
use only

CONTRACTOR'S NAME: COUNTY OF LOS ANGELES DEPARTMENT OF CHILDREN & FAMILY SVCS.

CONTRACT NUMBER: CAPP-6026

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 4,824,361	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 FC# 93.596 13694-2219	PC# 000322
TOTAL AMOUNT ENCUMBERED TO DATE \$ 4,824,361	ITEM 30.10.020.007 6100-194-0890	CHAPTER B/A STATUTE 2016 FISCAL YEAR 2016-2017
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5050 Rev-8290	

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 4,787,519	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE Federal
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 FC# 93.596 14153-2219	PC# 000321
TOTAL AMOUNT ENCUMBERED TO DATE \$ 4,787,519	ITEM 30.10.020.007 6100-194-0890	CHAPTER B/A STATUTE 2016 FISCAL YEAR 2016-2017
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-5050 Rev-8290	

AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 4,552,528	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General
PRIOR AMOUNT ENCUMBERED \$ 0	(OPTIONAL USE)0656 23186-2219	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 4,552,528	ITEM 30.10.020.007 6100-194-0001	CHAPTER B/A STATUTE 2016 FISCAL YEAR 2016-2017
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6040 Rev-8590	

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.  SIGNATURE OF ACCOUNTING OFFICER	T & A. NO	S & R. NO
	DATE	

# **ATTACHMENT C**


## **CERTIFICATION CCC 307 & CO.8**

(TO BE SIGNED IN **BLUE INK**)

CCC-307

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<b>Contractor/Bidder Firm Name (Printed)</b> COUNTY OF LOS ANGELES		<b>Federal ID Number</b> 95-6000927
<b>By (Authorized Signature)</b> 		
<b>Printed Name and Title of Person Signing</b> PHILIP L. BROWNING, DIRECTOR		
<b>Date Executed</b>	<b>Executed in the County of</b> Los Angeles	

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE**: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS**: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments

CO.8 (REV. 5/07)

## FEDERAL CERTIFICATIONS

### CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 78, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

#### 1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

#### 2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 78, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 78, Sections 78.105 and 78.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

#### 3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 78, Subpart F, for grantees, as defined at 45 CFR Part 78, Sections 78.805 and 78.810-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571

Notice shall include the identification number(s) of each affected grant.

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended, or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

5. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (Street address, city, county, state, zip code)

425 Shatto Place  
6th Floor  
Los Angeles, CA 90020

Check ☐ if there are workplaces on file that are not identified here

#### DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 78, Subpart F, for grantees, as defined at 45 CFR Part 78, Sections 78.605 and 78.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and


b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to Director, Grants and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification number(s) of each affected grant.

#### ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR) <u>COUNTY OF Los Angeles</u> CONTRACT # <u>Department of Children and Family Services CAPP 60226</u>	
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE <u>Philip L. Browning, Director</u>	
SIGNATURE 	DATE